

EXHIBIT

A

MEMORANDUM OF AGREEMENT

KNOW ALL PEOPLE BY THESE PRESENTS:

This Memorandum of Agreement entered into by and between:

SILLIMAN UNIVERSITY, a non-stock, non-profit higher education institution duly existing under and by virtue of the laws of the Republic of the Philippines with office address at Hibbard Avenue, Dumaguete City, Philippines, represented in this act by its President Betty Cernol McCann, hereinafter referred to as "**SU**";

-and-

CALVIN UNIVERSITY, a higher education institution, duly existing under the laws of the United States of America, with office address at 3201 Burton St, SE, Grand Rapids, MI 49546, USA, represented in this act by its Provost Cheryl Brandsen, hereinafter referred to as "**CALVIN**";

WITNESSETH:

WHEREAS, pursuant to this Memorandum of Agreement, the two institutions have agreed to develop collaborative activities in academic areas of mutual interest, on the basis of equality and reciprocity;

WHEREAS, CALVIN desires to expose their students to different working environments outside of its home state;

WHEREAS, CALVIN has chosen SU in Dumaguete City, and its surrounding communities as a good venue for academic and cultural exposure of its students;

WHEREAS, CALVIN has agreed to partner with SU to pursue the foregoing aim;

WHEREAS, SU accepts such collaborative offer and agrees to provide CALVIN's students with the appropriate cultural exposure;

WHEREFORE, for and in consideration of the foregoing premises, the parties to this Agreement stipulate and agree as follows:

TERMS AND CONDITIONS:

I. Nature and Purpose of the Program

The program is called the Philippines: Yesterday & Today. It is designed to provide twenty-two (22) students from CALVIN to gain understanding of Philippine history and culture, thus, promoting greater understanding and cross-cultural communication.

II. Duration

The program will have a total period of two (2) weeks. It will begin on January 7, 2020 and will end on January 21, 2020.

Classes and other activities shall be handled by designated faculty members from the SU Office of Community Engagement and Service Learning and the College of Arts and Sciences. All class sessions will be held at the SU College of Arts of Sciences. All of the provisions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns. SU may not assign this agreement without approval of Calvin.

III. Handling Units and Mechanics of the Program

1. In consonance with university policies, all programs such as Philippines: Yesterday & Today with Calvin University shall be under the SU Vice President for Academic Affairs. The Deans of the College of Arts and Sciences and the Director for Community Engagement and Service Learning shall have joint supervision over its implementation.

2. SU shall prepare the program plan which shall bear the approval of CALVIN.

3. The program plan which provides the schedule of class sessions and outside activities shall be followed. Changes which are necessary and relevant may be made, but only upon notice and approval by CALVIN. A copy of the program plan is hereto attached as Annex "A".

4. Throughout the duration of the program, the students will be under the supervision of faculty members designated by SU to handle the class sessions and outside activities, including one who will serve as coach/mentor.

5. Selected students (who will act as student "buddies") from SU will join certain class sessions to further enhance the learning of CALVIN students.

6. CALVIN students will have access to SU facilities, including, but not limited to classrooms, library, internet connections, gymnasium, and others that will be needed during the entire program.

7. All materials that will be used by CALVIN students during class lectures shall be provided by SU, except those non-print materials that the students may use such as during class presentations.

IV. Program Costs and Payment

The program cost consists of academic and administrative costs. Total cost for this program for the students is \$19,130 (\$870/student). Annex "B" shows the breakdown of the amount. The amount shall be paid to SU, not later than January 7, 2020, the day the students arrive at SU. The amount may be deposited to the following account:

Payee: SILLIMAN UNIVERSITY

Bank Name: Bank of the Philippine Islands

Dollar Account Number: 00 1084 0273 47

SWIFT CODE: BOPIPHMM

Expenses for the faculty member, including hotel accommodation during entire program, transportation to Bohol and Cebu, meals in Cebu and Bohol, and island activities on Apo Island, are excluded from the program fees.

V. Clearances, Rules and Regulations and Orientation

1. CALVIN shall send students who are at least eighteen (18) years old, can understand and speak English, which is the medium of instruction of SU.

2. Prior to their departure, the students from CALVIN must have at least an idea about Filipino culture and shall procure the necessary health and other clearances from CALVIN, state and/or authorities of the United States of America. Scanned copies of the health clearance shall be e-mailed to the Office of the Vice-President for Development on before January 6, 2020.

3. CALVIN students shall be subject to the same policies, rules and regulations relative to good conduct, health and campus safety and security applicable to enrolled students of SU. In entering the SU campus grounds, CALVIN students shall present their identification cards to the security personnel at the gate. Each student will be issued an identification card by SU during the first day of class.

VI. Miscellaneous Provisions of Program

1. CALVIN warrants that the students it has chosen for the program are those whose academic performance and personality allow them to adjust in a foreign setting like the Philippines.

2. SU shall be responsible for the safety and security of CALVIN students while they are on campus. SU shall also be responsible for their security and safety when they are outside the campus during business and cultural exposures. The responsibility treated of this provision shall cease when SU can prove that it observed all the diligence of a reasonable person, such as a good father of a family, to prevent injury, damage, or when the negligence is purely attributable to the student.

3. CALVIN shall be responsible to ensure that all students have sufficient travel and medical insurance in the event a student needs medical attention and/or services.

4. SU shall effect and maintain insurance policies that a prudent person would obtain, including public liability and professional indemnity insurance to cover obligations arising from this Agreement. Upon request, SU agrees to provide a certificate of insurance demonstrating coverage.

5. SU shall provide a report at the end of the practicum detailing where the students were assigned and the corresponding assessment of their performance. For this purpose, a culmination activity will be held at the end of the program, where certificates of completion will be awarded. Said culmination activity will likewise present Filipino and American cultures through songs and dances.

VII. Relationship of the Parties

The relationship between SU and Calvin under this Agreement is that of an independent contractor. SU, its employees, subcontractors and subcontractor employees will not be employees of Calvin or have any right to Calvin service credit or fringe benefits. The personnel provided by SU will be under the control of SU, regardless of whether Calvin provides daily direction and supervision. SU will be responsible for making any necessary contributions and tax payments on behalf of its employees, and for procuring applicable workers' compensation insurance if applicable for the Program. Calvin will not be responsible for withholding any Federal, State, or City income taxes or other taxes for such personnel. Nothing contained in this Agreement shall be construed so as to constitute a party as partner to the other party or to create any agency or partnership between the parties under any applicable law now or at any future time in force in Michigan or the USA or in the Philippines. No party to this Agreement is empowered to incur obligations on behalf of any of the other party to this Agreement without the express written consent of the other party.

VIII. Governing Law

1. SU shall ensure that the program is in compliance with the laws of its location, the Philippines.
2. In the event that issues arise under this agreement, said issues shall be resolved in accordance with the laws of the State of Michigan, United States of America.
3. If any provision of the Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IX. Force Majeure

1. Non-performance by a party of any obligation or condition required by this Agreement to be performed shall be excused during the time and to the extent that such performance is prevented, wholly or in part, by circumstances beyond the reasonable control of such party. For the purpose of this Agreement such circumstances (referred to in this Agreement as "Force Majeure") shall include:
 - a. governmental, accreditor, semi-governmental or judicial law, regulation, order, decree, directive, restriction, restraint, prohibition, intervention or expropriation, or the failure of any government or semi-government or judicial entity to act or otherwise approve the Program;
 - b. strike, lockout or other labor dispute;
 - c. act of God, fire, flood, tornado, hurricane or any other form of inclement weather or conditions resulting from inclement weather;
 - d. medical crisis whereby the United States government advises against travel to the country of delivery;
 - e. terrorism alert whereby the United States government advises against travel to the country of delivery;
 - f. explosion, concussion, collision, radiation, act of the public enemy, act of war (declared or undeclared), blockade, riot, civil commotion or disturbance, martial law, sabotage, insurrection or national emergency (whether in fact or law);
 - g. any other cause, whether similar or dissimilar to the cause herein specifically enumerated and which is beyond the reasonable control of such party and which such party is unable to overcome by the exercise of reasonable diligence and at a reasonable cost. any provision of the Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.
2. Either party may terminate this agreement if the Force Majeure prevents performance.

X. Waiver

1. No rights under this Agreement shall be deemed to be waived except in writing signed by each party. A waiver by a party shall not prejudice that party's rights in respect of any subsequent breach of this Agreement by the other party.

2. Any failure by a party to enforce any term of this Agreement or any forbearance, delay or indulgence granted by a party to the other will not be construed as a waiver of that party's rights under this Agreement.

XI. Termination of Agreement

Calvin may terminate this agreement with written notice, but neither party will do so without first working diligently toward resolution of any disputes arising out of the work performed by either party.

IN WITNESS WHEREOF, the parties to this Memorandum of Agreement, through their respective representatives, have respectively set their hands. No amendment, change, or modification of the Agreement shall be valid unless in writing signed by the parties hereto.

SILLIMAN UNIVERSITY

By:

Betty Cernol McCann
President

Date:

CALVIN UNIVERSITY

By:

Cheryl Brandsen
Cheryl Brandsen
Provost

Date: 18 December 2019

Witnesses:

Heidi Rienstra
Executive Assistant to the Provost

Republic of the Philippines
Province of Negros Oriental
City of Dumaguete

}
S.S.

ACKNOWLEDGMENT FOR SILLIMAN UNIVERSITY

BEFORE ME, a Notary Public, for the City of Dumaguete and Province of Negros Oriental, personally appeared this day _____, Betty Cernol McCann showing to me as competent proof of identity her _____, with nos. _____, expiring on _____, and known to me to be the same person who executed the foregoing Memorandum of Agreement and who acknowledged to me that the same is her voluntary act and deed and the institution that she represents. The foregoing Memorandum of Agreement consists of three (3) pages including the page on which this Acknowledgment is written, and has been signed by the parties and their respective witnesses.

WITNESS MY HAND AND SEAL on the place and date above-written.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2019.

ANNEX A



OFFICE OF COMMUNITY ENGAGEMENT AND SERVICE-LEARNING
Silliman University

CALVIN UNIVERSITY

Michigan, USA

SERVICE-LEARNING PROGRAM

January 7-17, 2020

Schedule of Activities

DATE AND TIME	ACTIVITIES	REMARKS
JAN 7 TUESDAY	ARRIVAL AND BILLETING in PM @ Bayview C&L	c/o Dimple and Rouine
JAN 8 WEDNESDAY	9AM-3PM Orientation to S-L Program <input type="checkbox"/> 9:00-9:10 INTRODUCTIONS <input type="checkbox"/> 9:10-9:30 Service-Learning (Prof. Ligutom) <input type="checkbox"/> 9:30-10:00 Reflection and Journaling (Prof. Salem) <input type="checkbox"/> 10:00-10:30 Community Reminders and Orientation to schedule of activities (Prof. Cubelo) <input type="checkbox"/> 10:30-11:10 FIRST AID (Prof. Putong) <input type="checkbox"/> 11:10-11:30 Open Forum <input type="checkbox"/> 11:30 LUNCH <input type="checkbox"/> 1:00PM Introduction to Physical/Natural Geography, Human/Cultural Geography/ Demographics ; PRE-HISPANIC Philippine Culture and Spanish Colonial Period (DR. Cleope, Prof. Jomao-as, Prof. Batiles) <input type="checkbox"/> 3:00PM CITY TOUR → Bacong Parish Church (tasting of local cuisine)	Venue: MPR *Lunch will be served
FIRST WEEK: Philippine History January 9-12, 2020 Point Persons: Dr. Cleope and Prof. Jomao-as		
JAN 9 THURSDAY	8AM Philippine History – Hiking to Japanese Shrine, and Cata-al War Museum, Valencia 11:30 LUNCH @ Veranda, Valencia 2PM Lecture on Filipino Family; Museum Tour 6PM Dinner @ ND Department with Facilitators	Facilitators: Dr. Cleope, Prof. Jomao-as, with 3 SU buddies Chaperone: Mr. John Bael Facilitator: Prof. Tan, Prof. Cadeliña, Prof. Christine Batiles Venue: Silliman Museum With SU buddies and facilitators

JAN 10 FRIDAY	8AM Environmental Lecture (on-site: LAKE BALINSASAYAO) 12NN Lunch @ Jo's by the sea 2PM CENTROP 3:30PM Red Rocks Hot Spring 6PM Dinner @ Valencia Plaza	Facilitator/s: Prof. ML Alcala Chaperone: Dr. Cleope, Prof. Jomao-as, Mr. John Bael
JAN 11 SATURDAY	8AM To APO ISLAND	Calvin University students only with, Dr. TenHuisen and Dr. Cleope's Team
JAN 12 SUNDAY	3PM Back to Dumaguete (Bayview Hotel)	
SECOND WEEK: SERVICE-LEARNING January 13-17, 2020 Point Persons: Prof. Ligutom and Prof. Salem		
JAN 13 MONDAY	9:30AM Devotion and WELCOME PROGRAM 10:30AM Agency Orientation 2PM Start of Homestay	Devotion: Ptr. Wella Hoyle-de Rosas Venue: MPR *SILLIMAN TEAM for CU S-L must attend the Welcome Program ☺ * Please wear S-L shirt
JANUARY 14- 16: HOMESTAY and Cont. with Community Activities <i>S-L FACILITATORS will conduct Field Monitoring on January 14 and 16, 2020</i>		
JAN 17 FRIDAY	8AM CU students back to hotel; Prepare for Reflection Session presentations 2PM Reflection Session 6PM SOLIDARITY CELEBRATION	*May go to the Library or OCESL conf. room to prepare and finish presentations RS to be facilitated by Prof. Salem SILLIMAN TEAM for CU S-L program and SU admin, Community Partners, and Host Families Venue: SILLIMAN HALL
JAN 18 SATURDAY	AM TRIP TO CEBU	With Dr. Cleope's team

ANNEX B



OFFICE OF COMMUNITY ENGAGEMENT & SERVICE-LEARNING
SILLIMAN UNIVERSITY
Building Competence, Character & Faith

CALVIN UNIVERSITY PROGRAM FEE FOR SERVICE-LEARNING 2020
(US DOLLARS)

No. of Calvin College Students : 21

No. of Silliman Buddies : 15

Expenses :

Particular	Amount	Remarks
Facilitation Fee	\$250/STUDENT x 22 students= \$5,500	
WEEK 1		
Food allowance with Calvin University students, SU buddies & facilitators	\$6,000	
Transportation (SU Bus (with AC and non-AC); 3 Jeeps; 3 vans	\$1,030	Estimated cost of transportation subject to change depending on distance and oil price

WEEK 2		
Field & Site monitoring (1 van)	\$210	Emergency travels (in case students get sick in the area)
Food/ Meals for the following activities:		
<ul style="list-style-type: none"> S-L ORIENTATION PROGRAM with Calvin University, SU buddies, faculty and admin in SU only 	\$750	Include snacks, lunch, early dinner and venue/table set-up
<ul style="list-style-type: none"> S-L WELCOME PROGRAM & DEVOTION in SU (\$10 x 100 pax) 	\$1,000	Snacks & Lunch fellowship and venue/table set-up with Guests from SU and Community partners, students (Calvin and SU)
<ul style="list-style-type: none"> Reflection Session Snacks for students and facilitators only 	\$100	Snacks and venue/table set-up
<ul style="list-style-type: none"> Solidarity Celebration 	\$1,200	Fellowship Dinner- with invited Guests from SU and Community Partners, students, etc. and venue/table set-up
<ul style="list-style-type: none"> Hosting 	\$120	Professional Fee

<ul style="list-style-type: none"> • Transportation allowance for partner communities during solidarity celebration 	\$100	Gasoline and fare
Transportation from SU BG (Jeep and SU Bus) estimated cost for travel	\$120	To bring and to fetch students in their assigned areas during homestay
Food Subsidy for Calvin University & SU Buddies during homestay	\$1,320	The host families are included in the food budget during the students' homestay
Load and Transportation Allowance of Calvin University & Silliman Student Buddies (for the whole duration of the program from arrival-departure)	\$420	For students' activities in the agencies/communities
S-L kit (will include T-shirt, brochure/souvenir program, SU souvenir items, mosquito repellent, notebook, ballpen, ID, Health Insurance)	\$1,260	Items might increase next year

TOTAL WEEK 1 : \$ 7,030

TOTAL WEEK 2 : \$ 6,600

FACILITATION FEE : \$ 250 x 22 students=\$5,500

OVERALL TOTAL : \$ 19,130 (\$870/CALVIN UNIVERSITY STUDENT)

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SILLIMAN UNIVERSITY

By:

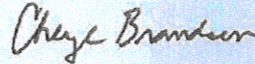


Betty Cernol McCann
President

Date:

CALVIN UNIVERSITY

By:



Cheryl Brandsen
Provost

Date: 18 December 2019

Witnesses:



Executive Assistant to the Provost

Republic of the Philippines
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